

# Hangar 7

## INSURANCE DETAILS

In addition to the storage fee there is a charge for negligence insurance, covering your car against negligent damage while at Hangar 7. This is charged at the rate of 0.0075% (+ vat) of your car's value, per month. For example, for a car with an insurance value of £250,000 this additional charge is £18.75 per month. You can avoid this insurance by asking your broker to waive their right of subrogation. To do this simply email you broker the following text:

*I, the undersigned, **Client Name**, confirm that for Hangar 7 Limited, the underwriter can agree to waive their rights of subrogation whilst the vehicles noted on the schedule for **policy NUMBER xxxxx** are in the care of The Fast Lane Club Ltd (Trading as Hangar 7). I understand that in the absence of the underwriter having the ability to make a recovery, any claims costs incurred by the underwriter would be placed on my claims experience, which may result in loadings being applied to my annual premium. Similarly, the excess applicable under the policy would be my full responsibility.*

## TERMS & CONDITIONS

The Customer's attention is particularly drawn to the provisions of clauses 12 (Limitations of liability) and 14 (Insurance).

### 1. INTERPRETATION

**1.1 Definitions.** In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Car(s):** means the vehicle that the Company is storing for the Customer pursuant to the Contract as identified in the Order Form.

**Charges:** the charges payable by the customer for the supply of the Services in accordance with clause 7.

**Collection:** means the date of collection of the Car(s) from the Storage Facility or the Collection Location as specified in the Order Form and the word 'Collect' shall be

construed accordingly.

**Collection Location:** means the address in the United Kingdom specified in writing by the Customer.

**Commencement Date:** has the meaning set out in clause 2.2.

**Company:** means The Fast Lane Club Limited incorporated and registered in England and Wales with company number 10346809 whose registered office is at Enterprise House, Essential Enterprise Village, Field Head Lane, Birstall, Batley WF7 9BN

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 17.7.

**Contract:** the contract between the Company and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the person or firm who purchases Services from the Company.

**Delivery:** means the date of delivery of the Car(s) to the Storage Facility or the Collection Location or some other address specified in the Order Form or such other agreed location and the word 'Deliver' shall be construed accordingly.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** the Customer's order for Services as set out on the Order Form overleaf.

**Order Form:** the form detailing the Customer's Order.

**Services:** the services of storage and management supplied by the Company to the Customer as set out in the Order.

**Storage Facility:** means the storage facilities operated by the Company at Unit 6, .

**1.2 Construction.** In these Conditions, the following rules apply:

(a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its personal representatives, successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to **writing** or **written** includes faxes and e-mails.

## **2. BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Company issues

written acceptance of the Order at which point and on which date the Contract shall come into existence **(Commencement Date)**.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue

### **3. SUPPLY OF SERVICES**

3.1 The Company shall supply the Services to the Customer.

3.2 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

3.3 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

### **4. CUSTOMER'S OBLIGATIONS**

4.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with the Company in all matters relating to the Services; and
- (c) provide the Company with such information as the Company may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.

4.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation **(Customer Default)**:

- (a) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

### **5. WARRANTIES AND SUBCONTRACT**

5.1 The Customer warrants and represents that:

- (a) he is either the full legal and beneficial owner of the Car(s) or is authorised by such owner to accept these Conditions on such owner's behalf;
- (b) entering into a Contract will not result in the terms of any agreement with a third party being breached;
- (c) there are no liens or encumbrances over the Car(s); and
- (d) there are no other facts or circumstances which would prevent or prohibit the Services or could lead to or give rise to any claims from a third party against the Company.

5.2 The Company may at any time sub-contract, delegate or transfer all or any of its rights or obligations to a third party for the purpose of fulfilling the Contract in whole or in part, provided that the Company shall remain primarily liable to the Customer for the performance of the Services in accordance with the Conditions and the relevant Contract.

## **6. POSTPONEMENT OR CANCELLATION**

6.1 In the event that the Customer postpones the Collection of the Car(s) or cancels the Contract, more than seven (7) days prior to Collection, the Company shall immediately be entitled to recover from the Customer an administration fee equivalent to four weeks' charges (the "Administration Fee").

6.2 In the event that the Customer postpones the Collection of the Car(s) or cancels the Contract, seven (7) days or less prior to Collection, the Company shall be entitled to recover from the Customer, the total Charges in respect of the initial period set out in the Contract. This sum shall immediately become due and payable as a debt on cancellation or postponement.

6.3 The sums that the Company is entitled to recover from the Customer pursuant to clauses 6.1 and 6.2 above are a genuine pre-estimate of the loss that the Company would incur as a result of the Customer cancelling or postponing the Contract.

6.4 In the event of cancellation, the Company will use commercially reasonable endeavours to re-rent the storage space reserved pursuant to the relevant Contract to a third party and in the event that the Company is able to do so, the charges that it receives from the relevant third party which would otherwise have been payable by the Customer pursuant to the Contract which has been cancelled shall be set off against the Charges due from the Customer to the Company pursuant to clause 6.2.

## **7. CHARGES AND PAYMENT**

7.1 The Charges for the Services shall be as referred to in the Order and shall be calculated in accordance with the Company's standard weekly fee rates, as varied from time to time.

7.2 The Company reserves the right to increase its standard weekly fee rates, provided that such charges cannot be increased more than once in any 12 month period. The Company will give the Customer written notice of any such increase one month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Company in writing within four weeks of the date of the Company's notice and the Company shall have the right without limiting its other rights or remedies to terminate the Contract by giving one month's written notice to the Customer.

7.3 The Company shall invoice the Customer three monthly in advance (or such other period as may be agreed).

7.4 The Customer shall pay each invoice submitted by the Company:

(a) within 14 days of the date of the invoice; and  
(b) in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.

7.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

7.6 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

7.8 Our opening hours are 08:30 to 18:00 Monday to Friday. Weekend and bank holiday opening is by appointment and may be subject to an additional fee.

7.9 If any payment due from the Customer is in excess of 90 days in arrears the Customer authorises the Company to remove the Car from internal to external storage.

## **8. ADDITIONAL SERVICES**

The Customer may request additional services from the Company stating specifically which additional services are required. If additional services are agreed between the parties, the Company will provide the Customer with a written statement of the cost of the additional services. Any additional services that are agreed will be documented in writing and signed by both the Company and the Customer. Should the Customer wish to cancel or reduce the additional services, then the Customer must give 30 days' written notice to the Company. Payment for the additional services will be made monthly in advance.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.

9.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Customer

## **10. CONFIDENTIALITY**

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party(**disclosing party**), its employees, agents or subcontractors, and any other confidential information

concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

## **11. LIMITATION OF LIABILITY**

11.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.2 Subject to clause 11.1:

- (a) the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100,000 (one hundred thousand pounds) or if higher the amount of any insurance available to the Company; and
- (c) the Company shall not in any circumstances be liable for loss of or damage to Car(s) whether direct or indirect) after Delivery if at Delivery the condition of the Car corresponds with the relevant Condition Report or Company's Condition Report (as applicable) at Collection. Furthermore and subject to clause 14, the Company shall not be liable for any loss or damage to the Car(s) whether or not caused or contributed to directly or indirectly by any act, omission, neglect, fault or other wrongdoing on the part of the Company which is not brought to the Company's attention at Delivery and confirmed in writing within 48 hours of Delivery.

11.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.4 This clause 11 shall survive termination of the Contract.

11.5 Nothing in this clause 11 shall affect the rights of anyone contracting with the Company as a consumer.

## **12. TERMINATION**

12.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party not less than four weeks' written notice.

12.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within twenty days of that

party being notified in writing to do so;

(b) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(c) the other party (being an individual) is the subject of a bankruptcy petition or order;

(d) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(b).

12.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within seven days after being notified in writing to do so.

12.4 Without limiting its other rights or remedies, the Company may suspend provision of the Services under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 12 or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

### **13. INSURANCE**

13.1 The Company holds an insurance policy which, subject to limitations, covers its legal liability to Customers for Cars whilst at the Storage Facility.

13.2 An additional charge will be made to insure your car against negligent damage whilst at Hangar 7. This equates to 0.0075% of the car's declared insurance value + vat per month. This cost can be avoided by providing The Company with a written subrogation waiver from The Customer's insurance company.

13.3 The Company's Car transporters are fully comprehensively insured, which includes goods in transit insurance (Customers Car(s) transported by us).

13.4 The Company is not insured to cover Car(s) being driven. If the Customer requires this service the Company will first need to see written evidence that the Company's employees are insured by the Customer for this purpose.

13.5 The Customer undertakes to notify their insurance company of their intention to procure the Services. The Customer undertakes to ensure that the Car(s) is insured against all insurable risks of physical loss and/or damage throughout the term of the Contract to its full replacement value.

### **14. CONSEQUENCES OF TERMINATION**

14.1 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Contract the Company shall deliver the Car(s) by making them available for collection by the Customer at a Collection Location or causing the Delivery of the Car(s) to some other agreed location within 7 days of the date of termination of the relevant Contract;

(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication survive termination shall continue in full force and effect.

14.2 In the event the Company attempts to deliver the Car(s) at such time and to such location as is agreed between the Company and the Customer but neither the Customer nor any person authorised by the Customer to take Delivery of the Cars is present within thirty minutes of the Company arriving at such location, the Company shall be entitled to return the Car(s) to the Site and the relevant Charges shall continue to accrue and shall be due and payable by the Customer to the Company up until Delivery is successfully effected or the Car(s) is sold pursuant to clause 15.3. The Company shall be entitled to recover a re-delivery fee of £50.00 from the Customer in respect of any subsequent attempt to Deliver the relevant Car(s) in addition to any Charge for Delivery to an agreed location other than the Collection Location.

14.3 If within three calendar months from the date of termination of the relevant Contract the Company has been unable to Deliver the Car(s) to the Customer for such reason as described in clause 14.2 above or the Customer fails to collect the Car(s) the Company shall be entitled to sell the relevant Car(s) and the Customer shall be liable for all Charges that accrue up to and including the date on which the relevant Car(s) is sold.

## **15. TIME LIMITS FOR CLAIMS RELATING TO CAR(S)**

15.1 Subject to clause 15.3 below, all claims for damage to any Car(s) shall be made in writing by the Customer at Delivery of the relevant Car(s) and confirmed in writing within 48 hours. To the extent the Customer does not raise any claim as specified above they shall be deemed to have accepted the Car(s) in the condition they were delivered in and the Company shall be under no liability in relation to the same.

15.2 Subject to clause 15.3 below, all claims for loss of or failure to produce any Car(s) shall be made in writing by the Customer within seven days after the date when the Car(s) should in the ordinary course of events have been delivered and to the extent that the Customer fails to raise such claim within that seven day period the Company shall be under no liability in relation to the same.

15.3 If the Customer is able to prove that:

(a) it was not reasonably possible for it to raise a claim in writing within the time limit applicable; and

(b) the time within which it did raise a claim was reasonable, taking into consideration the relevant circumstances, the exclusion of liability afforded by clauses 15.1 and

15.2 above may be disapplied.

## **16. FORCE MAJEURE**

16.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order,



rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

16.2 The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

16.3 If the Force Majeure Event prevents the Company from providing any of the Services for more than twelve weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## **17. GENERAL**

17.1 Assignment and other dealings.

(a) The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and in accordance with clause 5.2 may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Customer shall not, without the prior written consent of the Company, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

17.2 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17.3 Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the

Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.6 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.7 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.

17.8 Governing law. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

17.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). This question is required.

\*